



# **REQUEST FOR PROPOSAL (RFP)**

## **Patient Monitoring System**

**County of San Bernardino  
Arrowhead Regional Medical Center  
400 North Pepper Avenue  
Colton, CA 92324-1819  
May 6, 2008**

## **I. Introduction**

### **A. Purpose**

The County of San Bernardino, hereinafter referred to as the "County," owns and operates Arrowhead Regional Medical Center (ARMC) and is seeking to contract with a Vendor to purchase Patient Monitor Systems services and support. It is expected that the awarded Vendor will provide up to 200 Patient Monitors in patient care areas.

### **B. Period of Agreement**

The agreement is expected to commence in July 2008, upon approval of the County of San Bernardino Board of Supervisors, and terminate once system installation and training is completed. The COUNTY in coordination with Vendor will determine milestone dates for start and completion of installation and training.

### **C. Mandatory Vendor Requirements**

All Vendors must meet the following criteria:

1. Provide staffing information: including resumes of key staff who would be handling the County's account, along with a company organization chart;
2. Register in the County's Automated Purchasing System (APS). Registration can be done at <http://www.co.san-bernardino.ca.us/purchasing/>
3. Provide a copy of a draft agreement, including terms and conditions and warranty agreement, in the proposal package.
4. Financial Strength:  
Vendor must be an entity qualified to do business in the State of California and must have been in existence at least three (3) years as an operating business.
5. Required Experience:  
Vendor must demonstrate experience in providing Patient Monitoring Systems in at least one large (300 + Beds) tertiary care, Teaching Hospital.
6. References (Attachment F):  
Vendor must provide at least four (4) references that demonstrate Vendor meets the required experience.
7. Have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.
8. Meet other presentation and participation requirements listed in this RFP.
9. Submit a proposal in the manner as stated in Section VI of this RFP.

**D. Questions**

Questions regarding the contents of this RFP must be submitted in writing on or before **2:00 p.m. (PST) on Monday, May 19, 2008** and directed to the individual listed in Section I, Paragraph E. All questions and responses will be posted at the County website. <http://www.sbcounty.gov/rfp/rfplist.htm>.

**E. Correspondence**

All correspondence, including proposal, is to be submitted to:

Terri Martinez, Materials Manager  
County of San Bernardino - ARMC  
Materials Management Department  
400 North Pepper Avenue  
Fax No. (909) 580-0018  
Email: [martinezte@armc.sbcounty.gov](mailto:martinezte@armc.sbcounty.gov)

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

**F. Admonition to Vendors**

Once this RFP has been issued, prospective Vendors are specifically directed not to contact County personnel (other than the individual identified in Section E above) for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraphs D and E.

**G. Proposal Submission Deadline**

All proposals must be received at the address listed in Section I, Paragraph E, no later than **11:00 a.m. on Monday, June 9, 2008**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered. It is the Vendor's responsibility to ensure delivery of the proposal in a timely manner.

**II. Proposal Timeline**

|  |   |
|--|---|
| Release of Board Approved RFP                            | May 6, 2008                                     |
| Deadline for Submission of Questions                     | 2:00 P.M. (Local Time) on Monday, May 19, 2008  |
| Questions/Answers Posted to County Website               | 5:00 PM (Local Time) on Tuesday, May 27, 2008   |
| Deadline for Proposals                                   | 11:00 A.M. (Local Time) on Monday, June 9, 2008 |
| Tentative Date for Interviews/Presentation/Demonstration | June 2008                                       |
| Tentative Date for Awarding Contract                     | July 2008                                       |

***The COUNTY reserves the right to deviate from the schedule as noted in Section II. If any deviation becomes necessary prior to the submission deadline, an Addendum to this RFP will be posted to the COUNTY website noted in Section I, D.***

**III. Proposal Conditions**

**A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing, if the County rejects all proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

**C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

**D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.

**E. Negotiations**

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

**F. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

**G. Alternate Proposals**

The County does, however, reserve the right to seek clarification on alternate proposals, issue addenda to all Vendors, or to reject any or all proposals.

**H. Formal Contract**

The successful Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

**Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.**

**I. Final Authority**

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

**IV. Scope of Services**

The following is requested of the Vendor:

**A. Background**

ARMC is a 373-bed state-of-the art facility located in Colton, California. ARMC provides Level II trauma services to the population of San Bernardino County. The facility has a six story main patient tower, an attached diagnostic and treatment center, attached Outpatient Services Center, a detached three-story Behavioral Health facility, and the Central Plant. All buildings are contained on the seventy-five acre site.

The purpose of this proposal is to provide ARMC with options and opportunities for cost effective provisions of this service.

**B. Division of Work**

The model for managing the requested service is outlined below.

ARMC Responsibilities:

Furnish access for the System Installation; provide parking at no cost; provide security, reimburse Vendor based upon an agreed rate for all services.

Vendor Responsibilities:

1. Provide Patient Monitor Systems including installation, service, support and training.
2. Arrange and provide qualified personnel for service support and training 7 days per week, 24 hours per day for a time period consistent with requirements set forth in the contract.
3. All staff of Vendor will conform to laws, regulations and standards of various authorities;
4. Develop policies and procedures consistent with State/Federal guidelines;
5. Provide training and continuing education of ARMC staff.

**C. Scope of Services**

1. Vendor must provide equipment, credentialed technologists and personnel to operate and install the monitoring system.
2. Vendor is responsible for all salaries, labor and uniform related expenses for all technologists and office personnel.
3. Vendor must assume overall responsibility for the provision of the stated service.
4. Vendor must provide availability to its program, 7 days a week.
5. Vendor must participate in the performance improvement process by continuously improving the performance of stated services.

6. Vendor must arrange at least one site visit to a contracted facility wherein Vendor is providing a similar scope of services.
7. Vendor shall participate in the integration of diagnostic testing into ARMC's Hospital Information System (HIS, Meditech).

**D. Additional Proposal Requirements**

**Attachment G** is a list of equipment and software requirements.

**V. Contract Requirements**

**A. General**

**1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**2. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**3. Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

**5. Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**6. Subcontracting**

Vendor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor.

**7. Agreement Assignability**

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

**8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and made a part of the agreement by amendment duly approved by the required parties.

**9. Termination for Convenience**

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. Subject to receipt of authorized and documented expenses incurred following last invoice, County shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, Vendor shall promptly discontinue services unless the notice directs otherwise.

**10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B, Indemnification and Insurance Requirements.

**11. Venue**

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**12. Licenses and Permits**

Vendor shall ensure that it maintains in full force and effect all licenses required for the conduct of business in the State of California and all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations.

The Vendor shall maintain these licenses and permits in effect for the duration of the Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of the Contract.

**13. Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under the Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

**14. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or any relationship to the Vendor, or officer, or employee of the Vendor.

**15. Client List Notification**

Vendor shall not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time and within the scope of work requested by the subject organization, individual or entity. Vendor shall provide current client lists and shall provide the County with updated client lists as necessary so that the County may determine whether a conflict of interest exists. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the County. Should a conflict of interest be determined, the Vendor agrees not to contract with the subject organization, individual or entity with respect to the issues of conflict.

**16. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Officer. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**17. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

**18. Inaccuracies or Misrepresentations**

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission or determines that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.



**19. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**20. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to the Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under the Contract, subject to the requirements of Section V, A, 9 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

**21. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

**22. County Hours**

Some County departments have adopted hours other than the 8:00 a.m. to 5:00 p.m. standard. These departments will notify Vendor of the modified work schedule, as necessary, to allow proper billing. Such modified 40-hour workweek will NOT result in overtime billing.

**23. Electronic Fund Transfer Program**

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**24. Local Preference**

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the Contract award.

**25. Non-Discrimination**

The Contractor shall not in any way discriminate against any Member or Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**26. Equal Opportunity Employer**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d. Employee Automotive Liability Insurance - If the services to be performed under the Contract require Vendor's employee to drive a vehicle, Vendor's employee must possess a valid California driver's license at all times during the performance of the Contract. Vendor's employees are prohibited from driving County owned vehicles as part of the services performed.

In order for Vendor's employees to be able to use a private vehicle during the performance of the Contract, Vendor's employees shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Such requirements currently are:

- Fifteen Thousand Dollars (\$15,000.00) for single injury or death;
- Thirty Thousand Dollars (\$30,000.00) for multiple injury or death;
- Five Thousand Dollars (\$5,000.00) for property damage.

Vendor's Automobile Liability coverage will serve to augment Vendor's employees' vehicle liability coverage as per the specified limits of not less than one million dollars (\$1,000,000.00) per occurrence.

**3. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**4. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractor.

**5. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**6. Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

**7. Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County (and if applicable the State or Federal government) has the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under the Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the

County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

**VI. Proposal Submission**

**A. General**

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. **Notice Regarding Public Disclosure of Contents of Proposal**  
All responses to this Request for Proposal shall become the exclusive property of the County. At such time as County recommends any Vendor to the Board of Supervisors, and that such recommendation, together with any recommended Contract, appears on the Board Agenda, all proposals for such Contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the Vendor as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a Vendor desires not be considered a public record must be clearly marked as set forth above, **readily separable** from the other portions of the response, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

**B. Proposal Presentation**

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, single-spaced, double-sided (on recycled paper) and with normal (1 inch) margins. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One (1) unbound original and seven (7) copies, for a total of eight (8), of the complete proposal must be received by the deadline for receipt of the proposal specified in Section I (H) and Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Number, RFP Title, and Proposal Due Date.
3. Hand carried proposals may be delivered to the address listed in Section I, paragraph F, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County, up to the deadline for proposal submission. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

**C. Proposal Format**

Vendors must provide the following information in the following format:

1. **Cover Page**  
**Attachment A** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Proposal Checklist**  
**Attachment B** is included as a convenience to insure that all items requested are included in your proposal.
3. **Table of Contents**  
All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
4. **Mandatory Vendor Requirements**  
Complete, initial, sign and include in the submitted proposal, Mandatory Vendor Requirements, **Attachment C**.
5. **Exceptions to RFP**  
Complete **Attachment D** and include in submitted proposal.
6. **Statement of Certification**  
Complete, initial, sign, and include in the submitted proposal, Statement of Certification, **Attachment E**.
7. **Pricing**  
Provide a detailed description, quantities, and costs associated with the system being proposed. Also include installation, warranty, service, and maintenance details/costs.
8. **Professional References**  
Provide at least four (4) references from other agencies, one of which must be a government agency, where you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment F** - References.

**9. Proposal Description**

Provide a detailed description for each specific service or objective as detailed in this RFP.

- a. Narrative description of the proposed plan to meet the needs of ARMC..
- b. Value-Added Service
- c. Provide evidence that drug inventory costs in one of your contracted major acute care facilities have either been reduced, or at least not increased, in the past two (2) years

**10. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the Vendor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**11. Vendor's Financial Capability**

- a. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a

certification from the owner and the accountant that the information accurately reflects the business' current financial status.

- b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Vendor's financial institution indicating the Vendor can carry up to sixty (60) days worth of invoices before obtaining payment.
- c. Provide the name of firm(s) which performs annual financial audits.

**12. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**13. Proprietary Information**

Any information that is deemed proprietary by a Proposer must be clearly identified as such. The Proposer shall submit justification for any information designated as proprietary in nature. Final determinations of nondisclosure, however, rest with the COUNTY.

The County will not be held accountable if material from responses is obtained by parties other than the County without the written consent of the Proposer.

**VII. Evaluation Process**

**A. General**

All proposals will be subject to a standard review process developed by the County utilizing an Evaluation Committee. The Committee will be comprised of County and governmental agency representatives. Scoring proposals will be based on an ordinal ranking system.

**B. Initial Review of Submitted Proposals**

- 1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- 2. The proposal must have been received at or before the time, as stated in Section II; be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- 3. Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment C**.
- 4. Prospective Vendors must provide four (4) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment F**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.



**C. Scope of Evaluation**

1. Demonstrates experience, qualifications, and competence in providing the requested services;
2. Value-Added service components of service.
3. Demonstrates the ability to provide professional, on-time and responsive services;
4. Demonstrates adequate staff, resources available to meet the needs of the COUNTY; and
5. Cost (s).

**D. Oral Presentation**

Proposers whose submission most closely meets the selection criteria and which are deemed to be the most advantageous to the COUNTY may be requested to give an oral presentation to members of the Evaluation Committee. Proposers may be requested to address specific parts of their Proposal at that time. The COUNTY Purchasing Department will schedule the time and place for Oral Presentations.

**E. Competitive Negotiation**

The COUNTY retains the right to negotiate the final contract terms and conditions, to be presented to the San Bernardino County Board of Supervisors for approval, with one or more of the apparent most responsive Proposers as solely determined by the COUNTY.

The COUNTY reserves the right to request clarification, to conduct discussions with Proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of Proposals or discussions. When the Board of Supervisors makes an award, the solicitation file and the Proposals are a matter of public record.

**F. Best and Final Offer**

The COUNTY may issue a written request for Best and Final Offers (BFO). The request shall set forth the date, time, and place for the submission of Best and Final Offers. Best and Final Offers shall be requested only once, unless the COUNTY makes a written determination that it is advantageous to the COUNTY to conduct further discussions or change the COUNTY's requirements. The request for Best and Final Offers shall inform Proposers that if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their Best and Final Offer.

**G. Contract Award Process**

Contract(s) will be awarded based on a competitive selection of proposals received.

A recommendation will be made to the Board of Supervisors, which will then consider recommendation to make award.

The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a

low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

**H. Disputes Relating to Proposal Process or Award**

In the event a dispute arises concerning the proposal process prior to the award of the Contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Deborah Pease  
Assistant Administrator, Support Services  
Arrowhead Regional Medical Center  
400 North Pepper Avenue  
Colton, CA. 82324-1819

The County will consider only those specific issues addressed in the written appeal. A written response will be directed to the appealing Vendor within fourteen (14) calendar days of the receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

**\*\*\* END OF THIS SECTION \*\*\***

**ATTACHMENT A – COVER PAGE**

**PROPOSAL FOR AUTOMATED PHARMACY DISPENSING UNITS**

**VENDOR'S NAME** (*name of firm, entity or organization*):

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

☐ Corporation    ☐ Partnership    ☐ Proprietorship    ☐ Joint Venture

☐ Other (explain): \_\_\_\_\_

If Corporation,    Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ATTACHMENT B - PROPOSAL CHECKLIST**

**Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located directly behind Attachment A.**

|    | Items Completed   | Page (s) |
|----|---|----------|
| 1  | Attachment A – Cover Page                               |          |
| 2  | Attachment B – Proposal Checklist                       |          |
| 3  | Attachment C – Mandatory Vendor Requirements            |          |
| 4  | Attachment D – Exceptions to RFP                        |          |
| 5  | Attachment E – Statement of Certification               |          |
| 6  | Attachment F – Professional References                  |          |
| 7  | Resumes/Qualifications of Staff and Company Information |          |
| 8  | Agency Experience/Qualifications                        |          |
| 9  | Pricing   |          |
| 10 | Financial Information (Section VI, #11)                 |          |
| 11 | Web-based tools/reports                                 |          |

### ATTACHMENT C - MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all prospective Vendors.

|    | Requirement   | Agree<br>(initial) | Disagree with<br>qualification (initial<br>and attach<br>explanation) |
|----|---|--------------------|---|
| 1. | Provide staffing information: including resumes of key staff who would be handling the County's account, along with a company organization chart. |                    |   |
| 2. | Must be registered in the County's Automated Purchasing System (APS) Website listed in Section I, C.  |                    |   |
| 3. | Provide a copy of a draft agreement, terms and conditions, and any warranty agreement attached to proposal.                                       |                    |   |
| 4. | Qualified to do business in the State of California and have been in existence at least three (3) years as an operating business.                 |                    |   |
| 5. | Demonstrated experience providing a Patient Monitoring System in at least one (1) large (300 + bed) tertiary care, teaching hospital.             |                    |   |
| 6. | Provide at least four (4) references. Attachment F.   |                    |   |
| 7. | Provide documentation of the ability to fulfill standard contract requirements, including indemnification and insurance.                          |                    |   |
| 8. | Have followed the proposal instructions.  |                    |   |
| 9. | Have submitted proposal in the manner required and stated in Section VI of this RFP.  |                    |   |

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT D– EXCEPTIONS TO RFP**

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# (     ) \_\_\_\_\_ FAX # (     ) \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page  
number, as applicable. Be specific about your objections to content, language, or omissions. Add as many  
pages as required.)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT E – STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our proposal.

|    | <b>Statement</b>  | <b>Agree (initial)</b> | <b>Disagree with qualification (initial and attach explanation)</b> |
|----|---|------------------------|---|
| 1. | The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.   |                        |   |
| 2. | All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition. |                        |   |
| 3. | All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.                            |                        |   |
| 4. | All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.  |                        |   |
| 5. | The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.                        |                        |   |
| 6. | If selected, we will comply with all applicable rules, laws, and regulations.   |                        |   |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Company

**ATTACHMENT F- REFERENCES**

| Agency | Contact Name/Address | Phone Number | Dates Services<br>Provided<br>(from/through*) |
|--------|----------------------|--------------|---|
|        |                      |              |   |
|        |                      |              |   |
|        |                      |              |   |
|        |                      |              |   |
|        |                      |              |   |



## ATTACHMENT G- ADDITIONAL PROPOSAL REQUIREMENTS

| Requirements  | Minimum Specification             | Must Have         | Nice to Have |
|---|-----------------------------------|-------------------|--------------|
| <b>FDA Cleared</b>  |                                   | Yes               |              |
| <b>Meditech Client Server Interface for recording medical data</b>  |                                   | Yes               |              |
| <b>Types of Monitors</b>  |                                   |                   |              |
| Adult   |                                   | Yes               |              |
| Pediatrics  |                                   | Yes               |              |
| Neonatal  |                                   | Yes               |              |
| Patient Transport Monitors  |                                   | Yes               |              |
| <b>General Requirements</b>   |                                   |                   |              |
| Bedside display   |                                   | Yes               |              |
| Central Monitor display (Area)  |                                   | Yes               |              |
| Replicate central station monitor display at sub-station locations  |                                   | Yes               |              |
| Descriptive Data Labels on Display  |                                   | Yes               |              |
| Max # of Beds supported   |                                   |                   |              |
| Hospital Wide   | 200 plus                          | Yes               |              |
| Per Central Monitor   | 24                                | Yes               |              |
| Data Display  |                                   |                   |              |
| Graphical   |                                   | Yes               |              |
| Tabular   |                                   |                   | Yes          |
| Display Screen Size (Bedside)   | Minimum 15 inches Diagonal        | Yes               |              |
| Display Channels (Waveform)   | 8                                 | Yes               |              |
| Modular printers on monitors and central stations   |                                   | Yes               |              |
| Record and archive patient waveform data for future retrieval   |                                   |                   | Yes          |
| System shall ensure that data is explicitly tied to the correct patient   |                                   | Yes               |              |
| Can the system import OB Trace View system: all data, including archived data   |                                   | Yes               |              |
| System interface to existing Cormetrics fetal monitors (models 170 and 120)   |                                   | Yes               |              |
| NICU monitors to have capability to record pneumocardiogram   |                                   | Yes               |              |
| System shall perform hemodynamic calculations   |                                   | Yes               |              |
| System shall be protected by a security and authentication system   |                                   | Yes               |              |
| Describe the security and authentication features   |                                   | Information       |              |
| Software and Hardware Upgrades – Define program and costs   |                                   | Information       |              |
| Training Program for two biomed technicians   |                                   | Yes               |              |
| Clinical – Define program and costs   |                                   | Yes               |              |
| Biomedical Service Support – Define program and costs   |                                   | Yes               |              |
| Networking  |                                   | Yes               |              |
| Hardwired   |                                   | Yes               |              |
| Wireless  |                                   |                   | Yes          |
| Frequency and Standards usable with your system   |                                   | Yes               |              |
| Wireless capability   |                                   | Yes               |              |
| Remote location access by authorized provider   |                                   | Yes               |              |
| Identify any hardware, software, or licenses required to make your system fully operational (including functionality with Meditech) that would not be provided as part of your response to this RFP |                                   | Yes - Information |              |
| Define installation requirements  |                                   | Yes               |              |
| <b>Configuration Platform</b>   |                                   |                   |              |
| Modular   |                                   | Yes               |              |
| Configured  |                                   |                   | Yes          |
| Networkable Configuration/Software Upgrades   |                                   |                   | Yes          |
| <b>Heart</b>  |                                   |                   |              |
| Heart Rate Display  |                                   | Yes               |              |
| Beats per Minute  | 30 to 300                         | Yes               |              |
| Trending  |                                   | Yes               |              |
| Accuracy  | ± 2% (±2 bpm at low end of scale) | Yes               |              |
| ST Analysis   |                                   | Yes               |              |
| Alarms  |                                   | Yes               |              |
| 12 Lead ECG   | 12                                | Yes               |              |
| Min Leads Displ. Simultaneously   | 7                                 | Yes               |              |
| Strip Recorder/Printer  |                                   | Yes               |              |

|  |                                    |             |     |
|--|------------------------------------|-------------|-----|
| Arrhythmia Detect  |                                    | Yes         |     |
| Defib/Synch  |                                    | Yes         |     |
| <b>Blood Pressure</b>  |                                    | Yes         |     |
| Invasive BP  | Adult/Neonatal/Pediatric Compliant | Yes         |     |
| Waveform   |                                    | Yes         |     |
| Trending   |                                    | Yes         |     |
| Non-Invasive BP  | Adult/Neonatal/Pediatric Compliant | Yes         |     |
| Waveform   |                                    |             | Yes |
| Quick Release Hose Connection  |                                    | Yes         |     |
| Alarm  |                                    | Yes         |     |
| <b>Respiration</b>   |                                    | Yes         |     |
| Method   | Multiple Types -No Preference      | Yes         |     |
| Accuracy - Describe  |                                    | Information |     |
| Waveform   |                                    | Yes         |     |
| Trending   |                                    | Yes         |     |
| Threshold Control  |                                    | Yes         |     |
| End Tidal CO2 with side stream AND main stream   |                                    | Yes         |     |
| <b>Pulse Oximetry</b>  |                                    | Yes         |     |
| Trending   |                                    | Yes         |     |
| Probe Type – Describe compatible types   | Multiple Types                     | Yes         |     |
| Disposable   | 20% Utilization                    | Yes         |     |
| Reusable   | 80% utilization                    | Yes         |     |
| Please provide your scientific data on why you use one particular vendor over others.        |                                    | Yes         |     |
| <b>Temperature</b>   |                                    | Yes         |     |
| Trending   |                                    |             |     |
| # of Inputs  | 2                                  | Yes         |     |
| Probe Type – Describe compatible types   | Multiple Types                     | Yes         |     |
| Trending   |                                    | Yes         |     |
| Parameters   |                                    | Yes         |     |
| Alarms   |                                    | Yes         |     |
| <b>Cardiac Output</b>  |                                    | Yes         |     |
| <b>Mix Venous O2 Saturation</b>  |                                    | Yes         |     |
| <b>Compatibility with Currently Owned Ventilators</b>  |                                    |             | Yes |
| Allied Healthcare Products Inc- Model: D/MRI 'OMNI VENT SERIES "D" MRI COMPATIBLE VENT'      |                                    |             | Yes |
| Bear Medical Systems Inc. - Model: 8500-00 'BEAR 1000 VENTILATOR'                            |                                    |             | Yes |
| Bio-Med Devices Inc - Model: MVP-10 'FLO-DISC PEDIATRIC RESPIRATOR'                          |                                    |             | Yes |
| Bird Medical Products Corporation - Model: 15003 'VIP- INFANT PEDIATRIC VENT'                |                                    |             | Yes |
| Bird Medical Products Corporation - Model: 15215 'VIP- INFANT PEDIATRIC VENT'                |                                    |             | Yes |
| Bird Medical Products Corporation - Model: 15370 'PARTNER Ili VENT VOLUME MONITOR'           |                                    |             | Yes |
| Hamilton Medical - Model: 98/155006 'GALILEO VENTILATOR'                                     |                                    |             | Yes |
| Infrasonics Incorporated - Model: 1101171 'INFANT STAR VENTILATOR'                           |                                    |             | Yes |
| Infrasonics Incorporated - Model: 606100 'STAR SYNC PATIENT TRIGGER VENT'                    |                                    |             | Yes |
| Nellcor PB Incorporated - Model: KNIGHTSTAR 335 'Bi-PAP MACHINE, RESP SUPPORT SYSTEM (VENT)' |                                    |             | Yes |
| Nellcor PB Incorporated - Model: N1195231-21 'INFANT STAR-950 VENTILATOR'                    |                                    |             | Yes |
| North American Drager, Inc - Model: 8410280 '3.04 BABYLINK BABY-LOG 8000 INFANT VENTILATOR'  |                                    |             | Yes |
| North American Drager, Inc - Model: 8411162 'BABY-LOG 8000 INFANT VENTILATOR'                |                                    |             | Yes |
| North American Drager, Inc - Model: 8412980 'EVITA-4 VENTILATOR'                             |                                    |             | Yes |
| North American Drager, Inc - Model: 8413050 'MICRO-VENT'                                     |                                    |             | Yes |
| North American Drager, Inc - Model: 8413100 'EVITA-2 VENTILATOR'                             |                                    |             | Yes |
| Percussionaire Corp - Model: F00029 'DUOTRON VENTILATOR'                                     |                                    |             | Yes |
| Percussionaire Corp - Model: VDR-4 'VOLUMETRIC DIFUSIVE RESPIRATOR'                          |                                    |             | Yes |
| Respironics Inc- Model: 582059 'BiPAP VISION UNIT'   |                                    |             | Yes |

|   |                       |             |     |
|---|-----------------------|-------------|-----|
| SensorMedics Corp - Model: 3100A '768901 HIGH FREQUENCY OSCILLATORY VENT'         |                       |             | Yes |
| Siemens Med Sys Inc,Physiological Monitor - Model: 300A 'SERVO 300a PATIENT UNIT' |                       |             | Yes |
|   |                       |             |     |
| <b>Physical Details</b>   |                       |             |     |
| Portable  |                       | Yes         |     |
| H x W x D, in   |                       | Information |     |
| Weight, kg (lb)   |                       | Information |     |
| <b>Battery</b>  |                       | Yes         |     |
| Operating Time  | Minimum 1 hour backup | Yes         |     |
| Provide Replacement Battery Cost  |                       | Information |     |
| Non-Proprietary   |                       | Information | Yes |
| Line Power, VAC   |                       | Yes         |     |